

1882-024  
Lee Co.

Chancery Causes: Cdn. of Nora L. Snider vs. Nora L. Snider &c

Goslyn, Woodruff, Pennington, Reed, Starnes, Stordifer

CA Estate Dispute  
T. Property

To the Hon. John A. Kelley Judge of the Circuit Court  
of Lee County Virginia

Humbly complaining your Orator Henry C. Joslyn a  
and guardian for Horaff Snider  
citizen of said County, would respectfully show to your Honor  
that one Jim Pennington several years ago departed this  
life intestate the owner of a valuable tract of land situated in  
said County of Lee about 4 miles east of Jonesville on the main  
road. The said Jim Pennington at his death left five children  
his heirs at law to wit Marion J. Pennington, John Pennington  
Lawson W. Pennington, Rachael Pennington and Martha J.  
Pennington and he also left a widow Malinda Pennington

The said tract of land descended to said five heirs at law  
subject to the dower right of said widow. After the death  
of said Jim Pennington his widow the said Malinda intermar-  
ried with one John Starnes after which they sold and  
conveyed said dower right to another, and then removed  
from this State to the State of Missouri where the said John Starnes  
died and his widow the said Malinda again intermarried  
with a man by the name of Woodruff with whom she now  
lives. The said Rachael Pennington intermarried with one  
David J. Reed, and the said Martha J. Pennington intermarried  
with one A. F. Snider. Said tract of land was partitioned among  
said five heirs at law. And in this partition the two shares  
of the said Rachael Reed and Martha J. Snider were laid  
off in a body together so that they thus became joint owners thereof.  
Of the two shares thus laid off in a body, the said Rachael Reed  
and Martha J. Snider and their said husbands have sold and  
conveyed all except 68 acres lying on the south side of the main



road about 4 miles east of Jonesville. After this last named  
sale and conveyance was made, the said Martha J. Snider  
died leaving one heir at law whose <sup>now about 5 years old</sup> name is Nora L. Snider  
and her husband the said A. F. Snider at the death of said  
Martha J. Snider, her undivided half of said 68 acres of land  
descended to her said infant Nora L. Snider subject to the  
custody of her father the said A. F. Snider for and during his life.

Your Orator now states that the said A. F. Snider by a paper  
herewith filed marked (A) assigns and transfers to his said  
infant Nora L. Snider all his interest in said tract of land  
so that she is the owner of one half thereof free from her fathers  
custody thereon. Your Orator further states that he was appo-  
ointed guardian for the said Nora L. Snider by the county  
court of said county at the June term thereof in the year 1881.  
and that he gave bond with ample security. Your Orator  
further states, that his said ward lives in Baldwin county  
State of Missouri, that she is under the age of fourteen years  
and that in the event of her death without issue and during  
her minority, said land having been inherited by her from her  
mother the same would descend and pass to her Grand Mother  
the said Malinda Woodruff and its executors and administrators, the  
said Marion J. John & Lawson W. Pennington and Rachael Reed in  
equal proportions. The said infant your Orators ward  
as well as all the other parties here mentioned are non residents  
of the State of Virginia. Of said 68 acres of land before referred  
to, only about 15 acres thereof is cleared and suitable for cultivation  
and this as well as that not so cleared is poor gravelly soil  
and by frequent and regular cultivation would soon become almost  
worthless, and as it is now managed it is not yielding said ward  
anything



Your Orator therefore charges and he will produce proof of the allegation, that the interest of said ward will be promoted by a sale of her undivided moiety of said 68 acre tract of land and to attain that end is the object of this Suit

Your Orator therefore prays that the said Nora L. Snider, Malinda Woodruff and Woodruff her husband, Marion J. Pennington, John Pennington, Lawson W. Pennington, Rachael Reed, and David J. Reed her husband and A. F. Snider be made each defendants to this bill and be required to answer the same on oath, that a guardian ad litem be appointed for said Nora L. Snider to defend her interest in this cause, that an Order of Publication be entered, posted and published against each of said defendants, and that on a hearing of the cause a decree be entered by your Honor directing said wards interest in said tract of land to be sold and for all other general & special relief, May the Commonwealth certify of spe issue directed &c.

Ayers & Morgan for Plff

I do swear that the facts set out in the foregoing bill so far as they depend on my own knowledge are true and so far as made on information of others I believe them true, So help me god.

Henry C. Joslyn

Sworn to before me this day of June 1881.

H. J. Morgan Comr.



Clerk to June 20 1882 \$6.23  
 Atty 15.00  
 Dr 5.00  
 S. A. L. 5.00  
 \$31.23

Estimated

(A+M)  
 Henry C. Joslyn Guard. v.

vs. } Bill in Chy

Nora L. Snider vs.

1881. July 24, Bill Filed & O.P.  
 " July. Rules, Court not Execd.  
 H. R. Stickney vs. G. A. L. for  
 Nora L. Snider & Co. v.  
 1881. Aug. assn. G. A. L. filed  
 O.P. completed & set for  
 hearing by Plffts.  
 " August Continued.  
 1882 Mr. Currie & Court's  
 " Aug. Currie final



To the Honorable John A. Kelly Judge of the  
Circuit Court of Lee County Virginia:

The Answer of Nora L. Suider an in-  
fant under the age of 21 years by F. R. Stick-  
ley her Guardian ad litem to a Bill in  
Chancery filed in your Honors by Henry  
C. Joslyn Guardian &c

Your Respondent reserving the benefit of  
all just & proper exceptions to said bill  
for answer thereto or to so much thereof as  
she is advised that it is material for her  
to answer, by her said Guardian ad litem  
Answers & says:

That she knows nothing of the truth or  
falsity of the allegations in Plaintiffs Bill  
And she is advised of no defense proper  
for her to make - That she is an infant of  
tender years And that by reason of her im-  
maturity is incapable of understanding & taking  
care of her rights & interests

But this Court being a Court of equity & as such  
the peculiar Guardian of the rights & interests of  
infants, this Respondent therefore by her said  
Guardian ad litem begs leave to place her  
rights & interests in the hands of your Honor  
knowing that they will be there protected,

Sworn to before me, Aug 8<sup>th</sup> 1881,

Edw. H. H. H. H.

F. R. Stickley

Guardian ad litem



Nora L. Snider

ad 1/2 Answer

1/2 of W. A. L

Henry C. Joslyn - Guardian

Filed Aug 8<sup>th</sup> 1881,

D. Abbott  
clerk

Fee \$5.00



Henry C. Joslyn Guardian &c. Deft }  
 vs. } In Chy.  
 Nora L. Snider & others Defts

This cause came on again finally, to be heard on the papers  
 formerly read in the cause, and the further report of Henry C.  
 Morgan Special Commissioner Shewing the execution of the deed  
 as directed by a decree entered in the cause on a former  
 day of the present term, and was argued by counsel, on  
 consideration thereof, and there being no exception to said report  
 and the deed filed therewith being seen and inspected by  
 the court, It is adjudged ordered & decreed that said report  
 and the deed submitted therewith be each confirmed  
 and the clerk of this, will deliver to the clerk of the county court  
 the said deed for record, and no further action being <sup>now</sup> necessary  
 in this cause the same is stricken from the docket.



Henry C Joslyn Guardr.

vs { Decree No 3 - Final

Nora L. Snider tal

Entered Page 274

J. A. Hyatt

clerk

Enter

J. A. K.

Sept 6/82



Henry C. Joslyn Guardian *vs.* Poff

25.

In Chancery.

Nora L. Snider & others Defts

This cause came on this day to be heard on the bill of the Poff, the answer of the infant left Nora L. Snider by her Guardian ad litem, the deposition of witnesses, and the bill taken for confessed as to the other defts. and was argued by counsel and <sup>the</sup> appearing from the allegations of the bill and the evidence on file in the case, that the interest of said Nora L. Snider will be promoted by a sale of her undivided moiety of the 68 acre tract of land in the bill mentioned. On consideration of all which it is adjudged ordered and decreed that said infants undivided half of said tract of land be sold to the highest bidder at the front door of the court house on some court day, after the same shall have been advertised for that purpose, showing the time terms and place of sale for 30 days for ~~for~~ thereto. At said sale so much cash shall be required to be paid in hand as will pay the costs of suit and sale and as to the residue 6 and 12 months time will be given with interest from day of sale, and bond and approved security required for the deferred payments. And to effect this sale Henry J. Morgan is appointed a com. for the purpose <sup>reporting special whether the land sells for its fair value or not</sup> who will report his action to the court & the cause is closed.



H. B. Joslyn Guardt.

177 } Decemb. 1

~~Here L. Scudica tal~~

Enter Page 242

J. A. Hyatt  
Chas.

Enter

In 1880

Sept 1/80



Henry C. Joslyn Guardian v. Peff

vs.

Nora L. Snider et al

Defts

In Chancery

The deposition of Wm. J. Standefer taken on the 26th day of January 1882 in the presence of F. R. Stickley guardian at litum for Nora L. Snider and by his consent and which is intended to be read as evidence in the above styled cause

Said Standefer being duly sworn Says:

I am ac-

quainted with the land sought to be sold in this cause, I have acted as the agent for several of the heirs of Zion Pennington dec'd all of whom save this infant have sold out their interests in his real estate and are now living in the State of Missouri, and the said Nora L. Snider also lives there.

The land sought to be sold is what I regard as rather thin gravelly land and is of that quality of land which wears in fast easily and rapidly by constant cultivation. but a small quantity of which is cleared and suitable for cultivation, the larger portion thereof being in timber. As it now is the land is paying nothing in the way of rents and I have been paying the taxes thereon out of other moneys. Hence I have no hesitation in saying that the interest of the infant Defendant would be greatly



promoted by a sale thereof of the said  
infants undivided interest in said  
land and I am also well satisfied  
that the land when offered for sale will  
bring a fair and full price.  
And further this witness says that  
that.

William J. Standefer

Virginia Lee County Trust.

I do certify that the foregoing deposition was taken  
before me sworn to and subscribed by W. J. Standefer the  
26th day of January 1882 and the same was taken in the  
presence of F. R. Stickley guardian ad litem for North L.  
Stander

Henry C. Forlyne Jr.

H. C. Forlyne Jr.

vs. { Depo. W. J. Standefer

Wm. L. Standefer

Filed Jan'y 27/1882

J. P. Standefer  
J. P. Standefer



Henry C. Joslyn Guardian &c. Defts }  
vs. } In Chancery  
Mora L. Snyder & others Defts. }

To the Hon. John A. Kelly Judge of the circuit  
Court of Lee County Virginia:

The undersigned Special Commissioner in this cause  
begs leave to report, that after having advertised the one  
half of the 68 acre tract of land in the bill mentioned  
for sale as directed by the decree entered therein on the  
first day of April 1882 I proceeded on the 20th day  
of June 1882 (that being county court day) at the Court  
House to offer for sale to the highest bidder on the  
terms prescribed by said decree, the one undivided  
half of the 68 acre tract of land in the bill mentioned  
when Harvey L. Sprinkle offered therefor the sum of \$238.00  
and that being the highest and best offer for the same  
became the purchaser thereof at that Price.

The said Sprinkle thereupon paid me the sum of \$43.72  
the amount of the costs of suit and sale, and he then executed  
to me as Court his two bonds for \$97.44 each bearing interest  
from date, and payable in 6 and months time with Mr  
A. D. Ginn as security. which bonds are herewith filed  
marked A & B. At the foot of this report will be seen a  
tabular Statement showing how I have disposed of the \$43.88  
which was paid down by Sprinkle at the time of sale.

The security given by Mr. Sprinkle, I regard as ample  
and sufficient in every way for a much larger sum than  
the aggregate amount of the two bonds which is \$194.88 and



if that is true, I can see no impropriety of directing a deed of conveyance to be made at once to the purchaser Sprinkle for the undivided half of the land sold as aforesaid, and the cause stricken from the docket in order to save accruing costs, But perhaps it would be well out of caution to reserve in such conveyance the vendors lien for the purchase money.

Mr Sprinkle purchased of Mr & Mrs Reed the other undivided half of the 68 acre tract mentioned in the bill and proceedings, and if this sale is confirmed, he will be the owner of the whole thereof, and I have no hesitancy in recommending that the sale be confirmed and I do so because I think the sale a good one

Mr Sprinkle bought Reed wife's interest in this 68 acre piece, which is equal to the interest sold in this cause for the sum of \$150.00 or \$160.00 And other interests have been sold privately for about the same prices.

Now after paying the costs of suit and sale, the sale here made and reported will yield the infant Norval S. Snider the sum of \$194.<sup>28</sup> with interest from June 20<sup>th</sup> 1882 which exceeds the sums realized by private sale for like interests, some \$35.00 \$40.00 or \$50.00 so that I regard this as a good sale & one which ought to be confirmed

The tabular statement heretofore furnished in this report is now here submitted as follows to wit

Cash paid down by Sprinkle for costs of suit & sale		\$43.12
By Commission on \$238.00 retained this sum	\$11.90	
By attorneys fee retained	15.00	
1 By amt paid J. A. G. Hyatt Clerk	6.28	
2 " " " Printer	5.00	
3 " " " Guardian ad litem his fee	5.00	43.12



and I file herewith receipts for the three last items mentioned  
above marked as in the margin 1, 2, & 3. And I also file  
herewith marked (b) a copy of the advertisement under  
which I acted in making this sale.

All which is respectfully submitted.

Harry J. Morgan Special Comr.  
June 20<sup>th</sup> 1882



Henry C. Joslyn Guardr

vs { Commt. report of Sale

Nora L. Snider

Filed July 17<sup>th</sup> 1882

J. Alstyatt  
Clerk



Henry L. Jodlyn Guardian *vs.*

Plff

*vs.*

Nora L. Snider & others

Defts

} In Chy

To the Hon John A. Kelly Judge of the Circuit Court of  
Lee County Virginia:

Pursuant to a decree entered in this cause on the 4<sup>th</sup> day of  
Sept<sup>r</sup> 1882 the undersigned, as commissioner appointed thereby,  
for the purpose has made and acknowledged ready for record  
a deed conveying to Harvey L. Sprinkle the undivided half  
of the 68 acre tract of land in the bill mentioned with cove-  
nants of Special Warranty, and by the terms of said deed  
the Vendor's lien is retained in favor of your Commissioner  
for the benefit of Nora L. Snider until the purchase money  
is fully paid. Which deed is herewith filed marked (D.)

Respectfully Submitted

Henry J. Morgan Special Comm<sup>r</sup>.



Henry C. Foslyn Guard &c.

as } Cont. Report No. 2 of dead

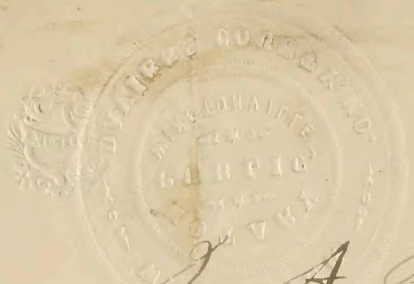
Nora L. Sanders & al

Filed Aug 7 1882

J. A. Hyatt  
Clerk

Chas. :-





I A. D. Snider of the County of  
Davies in the State of Missouri  
do, by these presents, assign & Transfer to  
my infant daughter Nora L. Snider  
all my right title and interest in and  
to Sixty Eight (68) acres of land lying  
being and Situate in Lee County and  
State of Virginia, the same being my  
interest therein, as tenant by the Curtesy  
for life, therefore know all men by these  
presents that I A. D. Snider of the County  
and State aforesaid, do hereby authorize  
and direct my said life Estate to be sold  
with the fee and reversion of said Nora-  
L. Snider therein, in and to the above  
Sixty Eight (68) acres of land. And I do  
further assign and Transfer to my said  
infant daughter Nora L. Snider all my  
right title and interest in and to the  
personal Estate and debts due me and  
my late Wife Martha J. Snider (deceased)  
in Lee County Va and hereby authorize



The Guardian of the said Nora S. Snider  
in the County Va to collect the same  
and dispose of it according to the  
directions of the Court.

Given under my hand and Seal this 11<sup>th</sup>  
day of October 1881.-

Abraham H. Snider 

State of Missouri )

County of Daviess ) Be it remembered that on this  
10<sup>th</sup> day of October A.D. 1881 before the undersigned  
a Notary Public, whose Commission Expires July 6<sup>th</sup> 1882  
within and for the County of Daviess and State of  
Missouri personally appeared before me Abraham H.  
Snider and Acknowledged this instrument of  
writing to be his act and deed for which it  
is intended, and the said Abraham H. Snider further  
declares himself to be single and unmarried  
in testimony whereof I have hereunto set my  
hand and affixed my official seal at  
Office in Winston Missouri, the day and  
year first above written

W. W. Snyder  
Notary Public





A. F. Snider.

To } Assignment

Nora L. Snider

(A)



ff 97. 46

Twelve months from this time with interest from date  
we bind ourselves heirs &c. to pay H. J. Morgan bond.  
ninety seven dollars & 44 for value received, and  
we hereby waive our heretofore expectations as to this  
debt, witness our hands & seals this 20 day of June 1882

H. L. Sprinkle Seal

A. B. Zion Seal



Sprinkle + Grain

To { Note \$97.44

H. J. Morgan Cont.

B

19498



# Notice

Henry C. Joslyn Guardian & Off.  
 Against  
 Nora L Snider & others      Defts.      In Chancery

Pursuant to a decree of the Circuit Court of Lee County rendered in the above styled cause on the day of 1882 I will proceed to sell at the Court House of Lee County on the first day of the June term of the county court of Lee County for the year 1882 to the highest bidder, One undivided half of the tract of land in the bill and proceedings mentioned. At said Sale so much cash will pay the costs of Suit and sale will be required to be paid down and as to the residue a credit of ~~Six months time~~ <sup>Six months time</sup> will be given with interest from day of Sale, payable in ~~three~~ <sup>two</sup> equal ~~annual~~ installments and the purchaser required to give bond with good security for the deferred payments.

The land here offered for sale belongs to the deft. Nora L Snider and lies on the main road about 4 miles east of Jansville and the title to the same is believed to be good beyond question but I will only convey with Special Warranty when the purchase money is fully paid.

238  
 5  
 18.90

Henry C. Joslyn Special Const.  
 May the 8<sup>th</sup> 1882



Notice of Sale

(6)



1881

July

Henry C. Jocelyn Guar. for Nora L. Smider et al. vs.  
 Lo J. A. S. Hyatt Clerk Circuit Court Or  
 Spa in Chcy vs. Nora L. Smider et al 20 copies 80- \$1.00  
 Reapt. 18 Ent Atty 10, Oct 18, Filing bill 15- .61  
 Tax 1.50 Two Rules 1.00 affidavit 25- 2.75  
 Order Pub. 36, Copies 60 Filing ans & A. L. 15 1.11

Mr. 1882 affidavit 25, Filing Depo, 15- Decree 36, .76  
 Estimated - - - - - \$6.23

Recd payment from H. J. Morgan J. A. S. Hyatt Clerk  
 Court  
 J. A. S. Hyatt  
 Clerk



No. 1.



Henry C. Jaslyn Guar. &c Deft. }  
vs } In Chcy  
Nara L. Snider et al Defts }

Received of H. J. Morgan Cur. in the above  
Styled Cause \$5.00 my fee for printing  
& publishing Ord of Pub. therein June 20 1882.  
Wm T. Dwyer Pub.

Received of H. J. Morgan Cur. in the above  
Styled Cause \$5.00. my fee as Guardian  
ad litem therein, June 20 1882  
S. R. Stickley Pub.  
by H. J. Morgan



Nos 240.



Virginia

In the clerk's office of the Circuit Court of the County, the 3<sup>rd</sup> of July 1881.

Henry C. Jephson Plaintiff for Nora L. Snider Deft

vs.

In Law

Nora L. Snider Malinda Woodruff Defts

~~Malinda Woodruff~~ her husband. Marion Pennington

John Pennington, Leason W. Pennington Richard Reed,

and David J. Reed her husband & A. F. Snider Defts

The object of this Suit is to obtain a decree of the said court for a Sale of the undivided interest of the said Nora L. Snider in the 68 Acre Tract of land in the bill mentioned the being a part of thereof, and it appearing from an affidavit filed in the cause that all of the said defendants are non-residents of the state of Virginia It is ordered that they appear here within one month after due publication of this order and do what is necessary to protect their interest in this Suit

Leste J. A. Hyatt Clerk

I do swear that from my own knowledge information and belief all the defendants mentioned above are non-residents of the state of Va

Henry J. Morgan

Sworn to before me

July 1st 1881.

this first day of July 1881.

J. A. Hyatt C. C.



I certify that I possess a copy of the within order at  
the front door of the Court House of Lee County on the 19<sup>th</sup>  
day of July 1881 that being court day this Aug. 1<sup>st</sup> 1881,  
J. A. G. Hyatt  
clerk

Henry C. Joslyn Guard &c.

vs } Ord. Pub. & affd.

Nora L. Sanders &c.



# The Commonwealth of Virginia.

To The Sheriff of Lee County, Greeting:

We command you to summon

Nora L. Snider, Malinda Woodruff — Woodruff, Marion  
J. Pennington, John Pennington, Lawson W. Pennington, Rachel Reed  
& David J. Reed & A. H. Snider

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court House, on the first Monday in July  
next, being day to answer a bill in Chancery, exhibited in our said Court against them by

H. C. Jasly as Guar, for Nora L. Snider.

And have then there this writ. Witness JAMES W. Orr, Clerk of our said Court, at the Courthouse, this  
day of July 1881, in the 105 year of the Commonwealth.

J. A. Hyatt Clerk.



144M  
H. C. Jaslyn Transfer &c  
vs J. Spaulding  
Hara L. Snider  
et als

July Rules 1881.